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Title: **Hastings-on-Hudson Union Free School District and Hastings Association of Office and Auxiliary Personnel, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2009)**

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Union: **Hastings Association of Office and Auxiliary Personnel, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the
BOARD OF EDUCATION
of the
HASTINGS-ON-HUDSON
UNION
FREE SCHOOL DISTRICT

and the

CIVIL SERVICE
EMPLOYEES ASSOCIATION,
INC.

Local 1000, AFSME, AFL-CIO

CSEA

Hastings Association of Office and Auxiliary Personnel
Unit

Westchester County Local 860

July 1, 2009 - June 30, 2012

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ARTICLE 1 THE AGREEMENT

1.1 Definitions

Definitions as used herein, the following terms shall have these meanings:

"Employer" means the Hastings-on-Hudson Board of Education.

"Union" means the Civil Service Employees Association, Local 1000 AFSCME AFL-CIO for the Hastings Association of Office and Auxiliary Personnel.

1.2 Appropriate Unit

The Appropriate Employer-Employee negotiating unit to which this Agreement applies consists of all employees of the Board of Education listed on the attached salary schedule, except those employees designated as confidential by PERB.

ARTICLE 2 RECOGNITION

2.1

The Board recognizes C.S.E.A. as the exclusive representative for collective negotiations with respect to salaries, hours and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE ORGANIZATIONAL RIGHTS

3.1 Payroll Deductions

C.S.E.A. shall have exclusive payroll deductions of membership dues.

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The District shall make such deductions and transmit the amount so deducted, along with a listing of such employees to: Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210.

C.S.E.A. hereby holds the School District harmless for any funds deducted and transmitted pursuant to this provision and to indemnify the School District from any liability resulting from such deductions. The C.S.E.A. hereby represents that it has instituted a lawful rebate procedure which complies with all statutory

and constitutional mandates. If for any reason said rebate procedure is deemed unlawful by a Court of competent jurisdiction, the School District shall no longer have an obligation to deduct agency shop until such time as C.S.E.A.'s rebate procedure is deemed lawful by an appropriate authority.

3.2 Remittance

Dues will be deducted each payroll period and will be transmitted to the Union at its designated address.

3.3 Representative Rights

Employees shall have the right to be represented by the Union, to negotiate collectively with the Employer in the determination of their wages, hours, and terms and conditions of employment and the administration of grievance.

3.4 Bulletin Board

The Board will provide a reasonable amount of exclusive bulletin board space in each building for the purpose of posting bulletins, notices and material issued by the C.S.E.A.

3.5 Meeting Space

Where there is appropriate available meeting space in buildings owned by the Board it shall be offered to C.S.E.A. for specific meetings, provided that request for the use of such space is made in advance in accordance with Board policy.

3.6 Access to Employees

C.S.E.A. representatives shall have access to individual employees and facilities subject to the approval of the Building Supervisor to explain C.S.E.A. membership, services and programs, and to administer the terms of this Agreement. Such access shall not interfere in any way with an employee's work obligations.

3.7 Board Meetings

The C.S.E.A. Unit President shall be furnished with the date, time, place and agenda of all Board Meetings. This will be available in the Board of Education Office or sent through inter-office mail.

3.8 Organizational Leave

C.S.E.A. delegates shall be granted organizational leave with pay to attend C.S.E.A. conventions, seminars and conferences. Personal Leave days may be used for this purpose.

3.9 Coffee Breaks

All full time employees shall be entitled to a fifteen (15) minute coffee break at a time which is subject to the approval of the Building Supervisor.

ARTICLE 4 WORK YEAR - WORK DAY

4.1 Work Year

All ten (10) month employees covered under this Agreement will work in conformance with the school teacher calendar except they will work until June 30; all 11 and 12 month employees covered under this Agreement will work in conformance with the school calendar.

For calculation of daily or bi-weekly payroll purposes, the work year shall be defined as follows:

10 months shall equal 200 days
11 months shall equal 220 days
12 months shall equal 240 days

The Districts current practices with respect to payment of salary for work during the recess periods shall be continued.

The work year for ten (10) month employees shall commence the week before school begins and end no later than June 30th. However, it is understood and agreed that no personal days without reason may be taken during the week before school begins.

Summer work shall first be offered to members of the bargaining unit.

4.2 Working Day

The full working day for 11 and 12 month office staff shall be seven (7) hours from September 1 through June 30. The summer working day for office staff will be six (6) hours from July 1 through August 31.

It is agreed that all full time employees working 5 hours or more are entitled to a regularly scheduled lunch period.

4.3 School Delays

In the event there is a delay in the opening of school for students, as a result of the weather or other unforeseen event, all employees of the bargaining unit shall make every good faith effort to report at their regular commencement time for work, unless otherwise notified by the Superintendent or his/her designee.

ARTICLE 5 OVERTIME

5.1 Overtime

Any employee who is assigned to work in excess of forty hours shall be paid at the rate of time and one-half of all hours worked or may, at the discretion of the employee, accrue compensatory time off at the same rate. Such accrued compensatory time may not exceed 240 hours. Employees who are assigned to work beyond their normal work week but do not exceed forty hours will be compensated at straight time for all such hours. Employees will have the option of refusing to work overtime.

5.2 Field Trips and Overnight Trips

Field Trips:

When a nurse is required to go on a field trip, s/he will receive regular compensation for the first seven (7) hours of work. Any time over the 7 hours, s/he will receive overtime payment (time and one-half).

Overnight Trips:

When a nurse is required to go on an overnight trip lasting two days/one night or more, s/he will receive 7 hours of regular pay for each day, teachers chaperone stipend for each day, and a compensatory day (7 hours) for each trip.

ARTICLE 6 OUT OF TITLE PAY

6.1

When an employee is directed to perform substantial duties of a higher classification for a period of ten consecutive work days, said employee shall, commencing with the eleventh (11) consecutive work day, be paid at least the lowest rate currently paid in such classification, or at least one increment step in the higher classification above the employee's current rate, whichever is higher.

ARTICLE 7 COMPENSATION

7.1 Compensation

Effective July 1, 2009, step 1 through 7 of the salary schedule in effect shall reflect a 1.65% percent increase. Additionally, any employee due an increment shall advance accordingly. For step 8 the increase will be 1.75%.

Effective July 1, 2010, step 1 through 7 of the salary schedule in effect shall

reflect a 1.70% percent increase. Additionally, any employee due an increment shall advance accordingly. For step 8 the increase will be 1.80%. Effective July 1, 2011, step 1 through 7 of the salary schedule in effect shall reflect a 1.75% percent increase. Additionally, any employee due an increment shall advance accordingly. For step 8 the increase will be 1.85%.

7.2 Placement on Salary Schedule

Based upon experience, new employees may be hired up to step four (4) on the salary schedule. A new employee may be hired on step five (5) or above if his/her qualifications, training and experience, in the reasonable opinion of the district, justify such placement on the salary schedule.

Promotions: Whenever a person is promoted from one classification to a higher classification, that person shall be moved to a corresponding salary on the salary guide for the higher classification. On promotion, the minimum amount of salary increase shall be \$200 or the nearest step thereafter.

7.3 Longevity Payments

Effective July 1, 2009, a longevity increment shall be granted as follows:

After nine years of service	\$ 889
After fourteen years of service	\$1,000
After nineteen years of service	\$1,112
After twenty-four years of service	\$1,334

Effective July 1, 2010, a longevity increment shall be granted as follows:

After nine years of service	\$1,009
After fourteen years of service	\$1,120
After nineteen years of service	\$1,232
After twenty-four years of service	\$1,454

Effective July 1, 2011, a longevity increment shall be granted as follows:

After nine years of service	\$1,139
After fourteen years of service	\$1,250
After nineteen years of service	\$1,362
After twenty-four years of service	\$1,584

7.4 Broken Eyeglasses

It is agreed that the Board will reimburse employees up to \$75 per pair of glasses broken by students.

7.5 Evaluation

Members of the bargaining unit will be evaluated at least annually and will be given an annual performance appraisal.

ARTICLE 8 HEALTH INSURANCE

8.1 Health Insurance

Members of the bargaining unit shall receive individual or family hospitalization. The Board of Education shall pay the premium, minus the employee's annual premium contribution, for such insurance and any employee who opts for a different health insurance plan, i.e., HMO, shall absorb any additional costs.

Notwithstanding anything to the contrary set forth in this Article, effective July 1, 1997, members of the bargaining unit opting for health insurance coverage under the terms of this Agreement shall be obligated to pay a portion of the premium through payroll deduction. Employee's annual premium contribution shall be as set forth below:

Health Insurance Annual Premium Contribution

All current members:

July 1, 2009 – 4% of premium
July 1, 2010 – 5% of premium
July 1, 2011 – 6% of premium

New employees hired as of July 1, 2009:

July 1, 2009 – 8% of premium
July 1, 2010 – 9% of premium
July 1, 2011 – 10% of premium

The above employee contribution to health insurance will be based on the actual premium up to a maximum increase in annual premium of 11%.

Any employee hired after July 1, 2003 who works 25 hours or more but less than 30 hours per week, will contribute 8% of the health insurance premium.

The District reserves the right to change health insurance carriers so long as the benefits being offered by the new insurance carrier or self-insured benefits are comparable to the overall benefits schedule being provided by the District for eligible employees, dependents, and retirees at the time of conversion. However, it is understood and agreed that moderate changes in co-pays and deductibles shall not be considered a change in the overall benefit structure.

The Board of Education reserves the right to change health insurance carriers. However, the Board of Education agrees to give the Hastings Clerical Association one hundred twenty (120) calendar days notice prior to a conversion. At the time of such notice, the Board of Education shall also provide details of the plan to which it proposes to change. Within sixty (60) calendar days of such notice, the CSEA shall provide the Board with a statement as to its position on whether the new plan is equal to or better than the overall benefit schedule of the current plan. If the CSEA objects to any portion of the plan it must indicate where the new plan is out of compliance. The parties will work together to resolve areas of alleged non-compliance within thirty (30) calendar days of CSEA submission. Within ninety (90) calendar days of the Board's original notice, the CSEA may immediately demand expedited arbitration by submitting such a demand to American Arbitration Association.

If the CSEA does not demand arbitration within the ninety (90) day period, the Board may convert to the proposed plan. An arbitration date will be set by the arbitrator within thirty (30) days of submission of such demand and an award shall be rendered by the arbitrator within ten (10) days of the final date of hearing with a decision to follow thereafter. If the arbitrator determines that the proposed plan is not equal to or better than the overall benefit schedule in effect at the time of the proposed conversion, the Board shall be ordered by the arbitrator to remain in the existing plan. If the challenged portion of the proposed plan is equal to or better than the plan in effect at the time of the proposed conversion, the Board may convert to the new plan.

Members of the bargaining unit who are covered under another health insurance plan through either a spouse or relative may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. In order to be eligible for this option, a member of the bargaining unit must certify that he or she has health insurance through another source other than the District. The District will pay these employees an amount equal to 50% of the net savings on premiums that would be expended on their behalf, taking into account any retirement or social security that must be paid, should such be necessary. The District will pay any employee hired after July 1, 2003 who is covered under another health insurance plan an amount equal to 50% of the individual health premiums that would be expended on their behalf taking into account any retirement or social security that must be paid, should such be necessary.

An employee may reduce coverage (i.e., family to individual) and receive 50% of the net savings. Employees electing to waive or reduce coverage must do so by May 1st with the provisions of this paragraph taking effect on July 1st. Payment to the employee shall be made in two halves, with the first payment being made during the first payroll period in February and the second payment made during the first payroll period in June. Reinstatement of full coverage may be made by notifying the District in writing no later than July 1st of the succeeding year. Reinstatement will take place on January 1. In the event of an emergency causing the loss of insurance through another source, the previously stated notification deadlines may be waived to the extent there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs during such an emergency, as permitted by the District's carrier, the employee will repay, pro rata, any amount already forwarded to him or her.

8.2 Retirees

For members hired prior to July 1, 2009, the Board will pay eighty-five (85%) percent of the cost of the premiums for retirees who have completed ten (10) years of service with the District and their dependents.

For members hired after July 1, 2009 the Board will pay the health insurance for employees who retire into the NYSRS based on the following:

Years in District	15 Years	20 Years	25 Years
Family/Two Person	70%	75%	80%
Single	75%	80%	85%

8.3 Life Insurance

All unit member employees shall be provided with life insurance in the amount of \$40,000.00.

8.4 Section 125 Plan

The employees of the unit shall be entitled to participate in an IRS Section 125 Plan to cover health insurance premium contributions, uncovered medical expenses and dependent care expenses.

ARTICLE 9 EMPLOYEE BENEFIT FUND

9.1 Benefit Fund

The Board of Education shall contribute toward the Hastings Association of Office and Auxiliary Personnel Benefit Fund to purchase benefits such as dental plan, optical plan, etc.

The contributions will be in the following dollar amounts, per employee:

July 1, 2009 – June 30, 2010	\$925
July 1, 2010 – June 30, 2011	\$950
July 1, 2011 – June 30, 2012	\$975

9.2 Vision Plan

All unit members shall be provided with the CSEA Family Employee Benefit Fund Platinum Vision Plan.

ARTICLE 10 RETIREMENT

10.1 Retirement

Eligible members of the bargaining unit shall belong to New York State Employees Retirement System. Tier I and II members shall be covered under Retirement and Social Security Law Section 75i. Tier III and Tier IV members shall receive the benefits of the CO-ESC plan. It is further agreed that the Board of Education shall provide coverage under Retirement and Social Security Law Section 41j and 60b of the New York State Employees Retirement System. Members of the bargaining unit shall be provided pamphlets from the State of New York, to the extent that they are available, which outline the various benefits of membership in the Retirement System.

ARTICLE 11 HOLIDAYS

11.1 Holidays

Holidays shall be according to school calendar. July 4th shall be a holiday for all eleven (11) and twelve (12) month employees. If July 4th falls on a weekend, then an alternate day off shall be provided.

ARTICLE 12 VACATION WITH PAY (11 & 12 MONTH EMPLOYEES)

12.1 Vacation Schedule

The amount of vacation which may be utilized by an employee shall be determined as of July 1 following an employee's anniversary date. Vacation days will be prorated for employees who have not served one full year, effective July 1, following the employee's date of hire. The determination regarding vacation is to be made by the Superintendent or designee on advice of the building principal where applicable.

12.2 Twelve Month Employees

Vacation schedule shall be two weeks vacation after one (1) year of service; three weeks vacation after seven (7) years of service. The third week of vacation may be taken at a time other than during the summer months, providing the interests of the District are not penalized thereby.

12.3 Eleven Month Employees

Vacation schedule shall be one week vacation after one (1) year of service and an additional day each year to the maximum of seven (7) vacation days.

ARTICLE 13 SICK LEAVE

13.1 Sick Leave

Sick leave shall be cumulative to 180 days for all full time employees. Full time is defined as any person under contract working 5 or more hours per day. Full time employees shall be entitled to 1 1/4 sick days leave per month. June 30 annually shall be the date of determining eligibility.

After five (5) or more consecutive work days of illness, a certificate from a medical doctor may be required before a member of the bargaining unit can qualify for further sick leave under this Article. Upon the employee's return the employee shall present a certificate on which the doctor certifies that the employee is physically able to assume all regular duties of his/her position and the reason for the absence. If not able to return after five (5) days, the employee shall send in to his/her supervisor a certificate giving some indication when the employee may be able to resume regular duties and the nature of the disability causing the absence. If the employee is not able to return within two weeks of the initial absence, subsequent certificates will be required after each two weeks of absence and a verification of ability to return from a licensed physician must be provided by the employee upon return to work indicating that the employee is physically able to assume all regular duties of the position. Failure to provide any required certificate will disqualify the employee from eligibility for further sick leave. The District reserves the right to have the employee examined by a District physician upon his/her return at District expense.

Full time employees working the Summer School Program may use two paid sick days during the course of the six week summer program. Any additional days off will be without pay.

13.2 Sick Leave Bank

A Sick Leave Bank (SLB) shall provide income protection to members of the bargaining unit (hereinafter "member") with one (1) year of service or more in the District in the event of long-term catastrophic illness or injury.

Contributions

The District will contribute one (1) sick day per employee annually for the SLB which may be used by an employee upon certified illness and upon exhaustion of all credits. All sick days contributed to the SLB shall be carried over from year to year.

Withdrawals

- a. Application for withdrawals may be made by a member only after his/her accumulated leave has been exhausted. Further, there shall be a twenty (20) school day waiting period before benefits may be available which shall be compensated retroactively upon approval. This period will be reduced by one day for each two full years of service in the District.
- b. Should a member be unable to do so, a member's family member or an agent may prepare and file a Withdrawal Request on behalf of the member.
- c. Each Withdrawal Request must be accompanied by a statement signed by a physician confirming the nature of the illness or injury and the anticipated duration of the resulting incapacity to attend to the member's duties.
- d. Should the SLB committee so request, either before or after approval of withdrawal requests, the member shall be required to undergo a medical review by a physician of the District's choice at District expense. Failure to comply with such request shall result in disapproval or cancellation of the withdrawal Request.
- e. The SLB Committee may not grant a withdrawal of more than forty (40) days for any one (1) illness or injury.
- f. The SLB Committee shall have the right to disapprove Sick Leave Withdrawal Request for any appropriate reasons.
- g. The SLB Committee made up of two appointees chosen by the Union and two appointees chosen by the Superintendent shall administrate the SLB.

Benefit Coverage

- a. The District shall continue to pay the health insurance premiums during the period of approved absence.
- b. There shall be no leave accrual during the period of approved absence.

13.3 Sickness in Family

Five school days may be allowed in each year for emergency illness in the immediate family: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepmother, Stepfather.

ARTICLE 14 PERSONAL LEAVE

14.1

Five days of personal leave may be granted, not to be cumulative. These days may be used for official religious observances, house closings, legal court appearances, off-spring's graduation from high school and higher institutions of learning, taking a child to and from college (two days per year) and such other cogent reasons as determined by the Superintendent of Schools.

Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency exists as determined by the Superintendent or his/her designee. Two of these days may be personal without reason. Employees may take personal leave without reason following the last day of school up to June 30th of each year. Permission must be obtained in advance and will not be withheld without just cause. Personal days must be obtained in advance unless there are unusual extenuating circumstances. Personal leave day is defined as days or day for business which cannot be conducted outside the normal work day.

All personal without reason days which are not used will be accumulated as sick leave at the end of each fiscal year.

ARTICLE 15 BEREAVEMENT LEAVE

15.1

- a. Up to five days per year per occurrence non-cumulative shall be granted each employee as "bereavement leave" in the event of death in the immediate family. Immediate family shall be defined as: Mother, Father, Legal Guardian, Brother, Sister, Husband, Wife, Child, Legal Ward, Mother-in-Law, Father-in-Law, Stepfather and Stepmother.
- b. Three days non-cumulative "bereavement leave" per year may be allowed for each death of a member of the family in the following relationship: Grandparent, Aunt, Uncle, Brother-in-Law, Sister-in-Law, Niece, Nephew, First Cousin.

ARTICLE 16 SEVERANCE LEAVE PAY

16.1

Because of reorganization, consolidation or for any other reason other than disciplinary, an employee released from the District shall be granted severance pay in the amount of one (1) week's salary for each year of employment in the District up to a maximum of five (5) weeks.

ARTICLE 17 CIVIL SERVICE PROTECTION

17.1 Civil Service Protection

Civil Service protection shall be granted to those employees working in non-competitive classifications where no protection is available after thirty-six months of actual employment excluding summer months.

17.2 Layoff or Displacement

Where, because of economy, consolidation or abolition of functions, curtailment of activities or otherwise, all non-competitive class employees of the District will be afforded the same Seniority Rights as competitive class employees provided said employees in the opinion of the employer meet the qualifications for the available position.

ARTICLE 18 VACANCIES

18.1 Vacancies

Notice of all vacancies shall be posted for a period of ten (10) working days during the summer recess and five (5) working days during all other times to allow all interested candidates to apply prior to notifying outside agencies and eligible employees may apply for same. During the period from the last day of school to September 1 of each year, all employees shall be notified by mail to their address of record as to any vacancies that have occurred.

18.2 Employee Preference and Seniority

In the absence of an eligible list for a "competitive" position to be filled by promotion or by hiring, and in all instances where the position to be filled is in the "labor" or in the "non-competitive" class, the appointing authority shall first consider the qualifications and performance of applicants who are currently employed by the District before considering applicants from outside the District

service. Seniority will be a consideration in any non-competitive promotions, and will be a consideration within the law for competitive titles.

ARTICLE 19 WORKERS' COMPENSATION

19.1

Employees who are deemed to be disabled as the result of a work-related incident by the Workers' Compensation Board incur no loss of sick leave, and shall maintain his/her regular rate of pay pursuant to the following formula: One month for each year of service with a minimum of six months. Thereafter, sick leave will be credited on a pro-rata basis.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Requests

Any employee who is temporarily, physically or mentally unable to perform his duties or who desires to engage in a course of study intended to increase his usefulness to the service, or who, for any reason considered good by the District desires to secure a leave of absence from his regular duties may be granted a leave of absence with Board approval, without pay for a period not to exceed one (1) year. Such leave of absence without pay shall be reported to the District in the form prescribed by him.

Where a leave of absence without pay has been granted for a period which aggregates one (1) year, a further leave of absence without pay shall not be granted unless the employee returns to his position and serves continuously therein for a period of three (3) months immediately preceding the subsequent leave of absence without pay. Notice of such subsequent leave of absence without pay shall be approved by the District.

An employee's failure to return at the end of a leave of absence shall be deemed a resignation in accordance with Westchester County Personnel's rules and regulations. The Board of Education shall have sole discretion as to the approval of leaves applied for pursuant to this Article.

20.2 Extended Leave

In an exceptional case, the Board of Education may for a good cause shown, waive the provisions of this rule to permit an extension of the leave of absence without pay for an additional period not to exceed in the aggregate two (2) years from the date of commencement thereof.

ARTICLE 21 CHILD CARE LEAVE

21.1

An employee who is disabled during pregnancy is eligible to use the sick leave protection set forth in 13.1 as well as other leave time including personal leave, holiday leave and vacation for the period of disability. Upon written application, a child care leave shall be granted to employees hereunder for the birth or adoption of the child. Application must be made in two months of the birth or adoption of the child. Such a child care leave shall be without pay or benefits and shall not exceed one school year. Such leave may be extended at the discretion of the Board, for an additional year.

ARTICLE 22 PERSONNEL FILE

22.1

Employees' personnel file shall be made available to them for inspection at reasonable times and intervals. Employees will have a right to append an answer to any material placed in their file and such answer will be inserted into the personnel file.

ARTICLE 23 DEFINITION OF PART TIME

23.1 Definition

Part-time is defined as any employee working on a regular basis less than 5 hours per day or less than 25 hours per week. All employees working 5 hours per day or more shall receive full benefits.

23.2 Part Time Employees

Part-time employees will receive no fringe benefits other than mandated by law, and shall be paid the established hourly rate of pay for their classification.

ARTICLE 24 JURY DUTY: MILEAGE REIMBURSEMENT

24.1 Jury Duty

An employee called for Jury Duty should notify the appropriate school personnel in the same manner as a normal absence. Jury Duty is considered an excused absence when Jury Duty falls during an employee's normal working hours. Jury Duty is not a sick leave or personal day deduction. Employees excused for Jury

Duty must submit a record of their time of Jury Duty and must appear at their assigned location if excused for all or part of a day from Jury Duty. Employees shall reimburse the District any payment while on Jury Duty excluding meals and/or transportation.

24.2 Mileage Reimbursement

When an employee is directed to use his own vehicle to conduct school business, he/she shall be reimbursed at the rate established by the Internal Revenue Service.

ARTICLE 25 GRIEVANCE PROCEDURE

25.1 Preamble

In order to maintain a harmonious relationship among CSEA employees and the Board, which will enhance the educational program of the school system, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly as they arise and to assure equitable and proper treatment of parties pursuant to this Agreement.

25.2 Definitions

1. A "grievance" shall mean any alleged violation of a specific provision of this Agreement or any dispute with respect to its meaning or application.
2. An "aggrieved person" is the person or persons alleging the violation.
3. The term "employee" may include an individual or a group of CSEA employees who is alleging the violation or who is similarly affected by the grievance.
4. The "parties at interest" are the persons alleging the violation and any persons who might be required to take action or against whom action might be taken in order to resolve the alleged violation or who might be required to be present at any grievance hearing.
5. The term "days" shall mean days on which "employees" are required to be in school.
6. The "Grievance Committee" shall consist of duly designated members of the Association.

25.3 Procedures

General

- A. The resolution of a grievance at the earliest possible stage is encouraged. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration following the normal chain of

command, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at such adjustment to state its views.

- B. It is important that grievances shall be processed as rapidly as possible. The number of days indicated at each level should be considered as maximum number and shall not be increased unless the time limit is extended by mutual agreement of both parties and the Grievance Committee of the Association to a maximum of five (5) more days at any level.

Level I

- A. An employee having a grievance must file it in writing with the Supervisor, either directly or through a representative, and must also notify the Grievance Committee of the Association that he has filed a grievance. These actions must take place within fifteen (15) working days after the cause or knowledge of the grievance first occurred. The objective at this level is to resolve the matter within five (5) days after the date of conference about the act or condition which was the basis of the grievance. The Supervisor will confer with all the parties in interest.
- B. If the aggrieved person submits the grievance through a representative, the aggrieved person must be present during the discussion of the grievance.
- C. Within five (5) days of the presentation of the grievance, the Supervisor shall render a written decision. One copy of the decision shall be given to the aggrieved person, to the President of the Association or his/her designee, to the Superintendent or his/her designee and to the Supervisor.

Level II

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within five (5) days after the conference, and, after having conferred with the Grievance Committee, he may within another ten (10) days file an appeal for a hearing with the Superintendent of Schools for a review of the grievance. The request shall be written and shall set forth specifically the act or condition and the grounds on which the grievance is based. A copy shall be given to both the Association and the Supervisor who rendered the decision at Level I.
- B. The Superintendent or his/her designee shall meet and confer with the aggrieved person, the Association representative, and all other parties in interest within ten (10) days after a receipt of such appeal and the Superintendent or his/hers designee shall render a written decision within

ten (10) days after such meeting and conference. Two days notice of the meeting and conference shall be given to the aggrieved person and all other parties in interest. The meetings and conferences shall not take place during normal working hours. His decision and the basis for this decision shall be written, and a copy given to the President of the Association, the aggrieved person, the Board, the Supervisor, and all other parties in interest.

Level III

- A. If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten (10) days after the meeting with the Superintendent or his/her designee, he may file the grievance in writing with the Board or its designee, within five (5) days after a decision by the Superintendent or fifteen (15) days after he first met with the Superintendent, whichever is sooner.
- B. Within ten (10) days after receiving the written grievance the Board or its duly constituted committee will meet with the aggrieved person and all other parties in interest for the purpose of resolving the grievance. The decision of the Board and the basis for its decision shall be written and delivered to the aggrieved person within ten (10) days of his first meeting with the Board. A copy of the decision shall be sent to the President of the Association or his designee, the Superintendent and the Supervisor.

Level IV

- A. If the aggrieved person is not satisfied with the decision in his case at Level III, or if no decision has been rendered within ten (10) days of his first meeting with the Board, he may within five (5) days of the decision or fifteen (15) days of his first meeting with the Board, request in writing that the Grievance Committee of the Association submit his grievance to arbitration. Provided, however, that it relates to a grievance as defined in this Article. If the Committee believes that the grievance has merit, and that submitting it for arbitration is in the best interest of the District, it may, by written notice to the Superintendent, submit the grievance to arbitration within five (5) days of receiving the request from the aggrieved person; or, within five (5) days of the decision by the Board at Level III, and without a request by the aggrieved person, the Grievance Committee may at its option by written notice to Board, submit the grievance to arbitration if it feels it is in the best interest of the District. Said notice shall include a brief statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement or rule involved as well as the specific complaint.
- B. Within ten (10) days after written notice of submission to arbitration, the Board, or its duly constituted committee and the Association's Grievance

Committee will set in motion the procedures of the American Arbitration Association to select an arbitrator.

- C. The Arbitrator shall confer with representatives of the Board and the Grievance Committee and hold hearings promptly and shall issue his report not later than ten (10) days from the date of the closing of the hearing or, if an oral hearing has been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's report shall be in writing and submitted to the Board and the Association and shall set forth his findings of fact, conclusions, and recommendations on the issues involved.
- D. The power of the arbitrator stems from this Agreement and his function is to pass upon alleged violations of this Agreement and any disputes with respect to its meaning of application. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he have any power to make any decisions that require the commission of any act prohibited by law or that is violative of any of this Agreement.
- E. The decision of the arbitrator shall be submitted to the Board and the Association, and, subject to law, shall be final and binding on all parties to the proceeding during the duration of this Agreement. The Board shall send a copy of the decision to each employee involved.
- F. In any proceeding seeking to require or stay arbitration, or to say, enforce, modify, or set aside a decision or award of the arbitrator, none of the terms or provisions of this Agreement shall deprive a court of competent jurisdiction of its power to determine questions or arbitrability, or the jurisdiction of an arbitrator or the validity of the decision or award of the arbitrator.
- G. The Board and the Association agree that, whenever feasible, they will apply the decisions of the arbitrator to all substantially similar situations. The Association agrees that it will not bring or will not represent any employee in a grievance which is substantially similar to a grievance previously submitted to arbitration.
- H. Should any costs arise for the services of an arbitrator, they shall be borne equally by the Board and the Association.

ARTICLE 26 IMPLEMENTATION CLAUSE

26.1

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof shall not become effective until the appropriate legislative body has given approval.

ARTICLE 27 TERM OF AGREEMENT

27.1

This Agreement shall remain in effect from July 1, 2009 through June 30, 2012.

ARTICLE 28 LABOR MANAGEMENT COMMITTEE

28.1

A Labor Management Committee shall be formed consisting of the Superintendent of Schools and/or his/her designees, and no more than two (2) selected members of the CSEA bargaining unit.

Said committee shall meet at mutually agreed upon times. No decision of this committee, if or when implemented, shall act as a precedent in any future situation and shall not, in any circumstances, bind the District, the Board of Education or the CSEA to take a particular action in any future situation.

ARTICLE 29 SERVICE PAY

29.1

After 20 years of service to the Hastings School District, an employee who gives the District at least 3 months of advance notice to retire into the New York State Retirement System shall receive a lump sum payment equal to \$150 per year for each full year of service.

SIDE LETTER

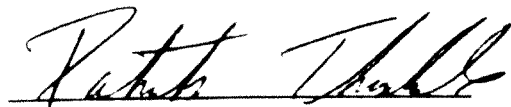
TO JULY 1, 2006 – JUNE 30, 2009 AGREEMENT

RE: TEACHER AIDE INSTRUCTIONAL

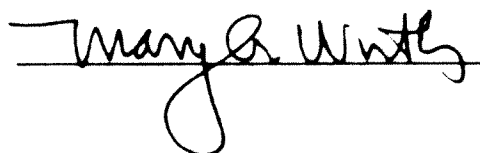
Effective July 1, 1993 the position of "teacher aide instructional" shall be deleted from Column IV of the Salary Schedule. All incumbents in the teacher aid instructional position, as of July 1, 1993, shall continue to have such title and shall continue to receive his/her salary, as set forth in Column IV of the Salary Schedule as reproduced below, together with increments and salary raises for subsequent years. When an incumbent of a teacher aide instructional position vacates the position, the subsequent hire shall be hired as a "teacher aide" and placed on the appropriate step of the teacher aide salary schedule.

Date: 10/4/06

FOR THE HASTINGS ASSOCIATION
OF OFFICE AND AUXILIARY PERSONNEL



FOR THE HASTINGS-ON-HUDSON
UNION FREE SCHOOL DISTRICT



SALARY SCHEDULE TEACHER AIDE INSTRUCTIONAL (10 months)

	2009-2010	2010-2011	2011-2012
1	30,434	30,951	31,493
2	32,811	33,369	33,953
3	35,559	36,164	36,797
4	36,897	37,524	38,181
5	37,932	38,577	39,252
6	39,170	39,836	40,533
7	39,953	40,632	41,343
8	41,299	42,042	42,820

**2009-2010
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	I Teacher Aide, Clerk, Typist, Lib. Asst			II Office Assistant			III Acct. Clk., Payroll Clk. Office Asst. (Aut. Sys.), Office Asst.-Fin. Sup., Sr. Office Assistant Jr. Acct., Audio Visual Tech.			IV Sr. Pur. Clk, Sr. Acct. Clk., Sr. Office Asst. (Aut. Sys.), Data Base Assistant.			V Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant			VI RN
	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos
1	25,814	28,395	30,977	30,434	33,477	36,315	34,964	38,460	41,955	37,741	41,515	44,732	38,307	42,138	45,403	44,597
2	27,873	30,660	33,448	32,811	36,092	39,432	37,486	41,235	44,984	40,263	44,289	47,761	40,867	44,954	48,477	47,716
3	29,938	32,932	35,926	35,559	39,115	42,524	39,997	43,997	47,995	42,774	47,051	50,773	43,416	47,757	51,535	50,824
4	31,270	34,397	37,524	36,897	40,587	43,853	41,109	45,220	49,331	43,887	48,276	52,109	44,545	49,000	52,891	52,159
5	32,302	35,532	38,762	37,932	41,725	45,069	42,124	46,336	50,545	44,901	49,391	53,324	45,575	50,132	54,124	53,194
6	33,522	36,874	40,226	39,170	43,087	46,529	43,368	47,705	52,044	46,146	50,761	54,821	46,838	51,522	55,643	54,540
7	34,190	37,609	41,028	39,953	43,948	47,458	44,236	48,660	53,081	47,013	51,714	55,860	47,718	52,490	56,698	55,630
8	35,418	38,960	42,502	41,299	45,429	49,067	45,673	50,240	54,807	48,483	53,331	57,616	49,210	54,131	58,480	57,306

Longevity

9 yrs.	889
14 yrs.	1000
19 yrs.	1112
24 yrs.	1334

Stipend 2009-2010

Computer Lab	1000
Science Lab	1000
Data Team (2)	1250
Head Nurse (2)	1250

**2010-2011
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	I Teacher Aide, Clerk, Typist, Lib. Asst			II Office Assistant			III Acct. Clk., Payroll Clk. Office Asst. (Aut. Sys.), Office Asst.-Fin. Sup., Sr. Office Assistant Jr. Acct., Audio Visual Tech.			IV Sr. Pur. Clk, Sr. Acct. Clk., Sr. Office Asst. (Aut. Sys.), Data Base Assistant			V Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant			VI RN
	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos
1	26,253	28,878	31,503	30,951	34,047	36,932	35,558	39,114	42,668	38,383	42,221	45,492	38,958	42,854	46,175	45,355
2	28,347	31,182	34,016	33,369	36,706	40,102	38,123	41,936	45,749	40,947	45,042	48,573	41,562	45,718	49,302	48,527
3	30,447	33,492	36,536	36,164	39,780	43,247	40,677	44,745	48,811	43,501	47,851	51,636	44,154	48,569	52,411	51,688
4	31,802	34,982	38,162	37,524	41,277	44,599	41,808	45,989	50,170	44,633	49,096	52,995	45,303	49,833	53,790	53,046
5	32,851	36,136	39,421	38,577	42,435	45,835	42,840	47,124	51,404	45,664	50,231	54,231	46,349	50,984	55,044	54,098
6	34,092	37,501	40,910	39,836	43,819	47,320	44,105	48,516	52,929	46,930	51,624	55,753	47,634	52,398	56,589	55,467
7	34,771	38,248	41,725	40,632	44,695	48,265	44,988	49,487	53,983	47,812	52,593	56,810	48,529	53,382	57,662	56,576
8	36,056	39,661	43,267	42,042	46,247	49,950	46,495	51,145	55,794	49,356	54,291	58,653	50,096	55,106	59,533	58,338

Longevity

9 yrs.	1009
14 yrs.	1120
19 yrs.	1232
24 yrs.	1454

Stipend 2010-2011

Computer Lab	1000
Science Lab	1000
Data Team (2)	1500
Head Nurse (2)	1500

**2011-2012
HASTINGS-ON-HUDSON UFSD
CSEA Clerical & Auxiliary Unit**

	I			II			III			IV			V			VI
	Teacher Aide, Clerk, Typist, Lib. Asst			Office Assistant			Acct. Clk., Payroll Clk. Office Asst. (Aut. Sys.), Office Asst.-Fin. Sup., Sr. Office Assistant Jr. Acct., Audio Visual Tech.			Sr. Pur. Clk, Sr. Acct. Clk., Sr. Office Asst. (Aut. Sys.), Data Base Assistant.			Accountant Secy. to Prin., Secy. to Admin., Personnel Assistant			RN
	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos	11 Mos	12 Mos	10 Mos
1	26,712	29,383	32,054	31,493	34,643	37,578	36,180	39,798	43,415	39,055	42,960	46,288	39,640	43,604	46,983	46,149
2	28,843	31,728	34,611	33,953	37,348	40,804	38,790	42,670	46,550	41,664	45,830	49,423	42,289	46,518	50,165	49,376
3	30,980	34,078	37,175	36,797	40,476	44,004	41,389	45,528	49,665	44,262	48,688	52,540	44,927	49,419	53,328	52,593
4	32,359	35,594	38,830	38,181	41,999	45,379	42,540	46,794	51,048	45,414	49,955	53,922	46,096	50,705	54,731	53,974
5	33,426	36,768	40,111	39,252	43,178	46,637	43,590	47,949	52,304	46,463	51,110	55,180	47,160	51,876	56,007	55,045
6	34,689	38,157	41,626	40,533	44,586	48,148	44,877	49,365	53,855	47,751	52,527	56,729	48,468	53,315	57,579	56,438
7	35,379	38,917	42,455	41,343	45,477	49,110	45,775	50,353	54,928	48,649	53,513	57,804	49,378	54,316	58,671	57,566
8	36,723	40,395	44,067	42,820	47,103	50,874	47,355	52,091	56,826	50,269	55,295	59,738	51,023	56,125	60,634	59,417

Longevity


9 yrs.	1139
14 yrs.	1250
19 yrs.	1362
24 yrs.	1584


ARTICLE 30 CONTINUING EDUCATION

30.1

The Board will fund up to a maximum of \$3,000 per year for use of the entire unit for continuing education classes taken at Westchester Community College, or other approved school, which are relative to their job functions. The funds will be reimbursed to the employee after successful completion of course work. Each employee is limited to two classes per year. These classes are to be taken outside of the workday.

HASTINGS-ON-HUDSON UNION FREE SCHOOL DISTRICT

By: 
Vice President, Board of Education

By: 
Superintendent of Schools

CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000 AFSCME, AFL-CIO FOR THE HASTINGS ASSOCIATION OF
OFFICE AND AUXILIARY PERSONNEL

By: 
Unit President

By: 
CSEA Collective Bargaining Specialist

6/23/10
Date